

upon request to the Seller if not possessed by the Purchaser. Purchasee's certification in Wisconsin BMP training through a FISTA coordinated BMP workshop is also recommended.

(2)

(3)

19. SOIL DISTURBANCE AND RUTTING

- a. The Purchaser agrees to take all steps and precautions to avoid and minimize soil disturbances, such as soil compaction and rutting. If soil disturbances occur, the Purchaser agrees to work cooperatively to mitigate and repair any and all instances of soil disturbance.
- b. Excessive soil disturbance (as defined in Table 1) shall not be permitted. Purchaser agrees to contact Seller in the event of an excessive soil disturbance.

Table 1. Thresholds for soil disturbances.

Timber Sale Infrastructure	Soil disturbances are excessive if:
Roads, Landings, Skid Trails, and General Harvest Area	<ul style="list-style-type: none"> ▪ A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream, or lake.
Roads, Landings, and Primary Skid Trails	<ul style="list-style-type: none"> ▪ In a riparian management zone (RMZ) or wetland, a gully or rut is 6 inches deep or more and 100 feet long or more. ▪ In an upland area (outside of RMZ), a gully or rut is 10 inches deep or more and 66 feet long or more.
Secondary Skid Trails and General Harvest Area	<ul style="list-style-type: none"> ▪ A gully or rut is 6 inches deep or more and 100 feet long or more.

Note: The depth is to be measured from the original soil surface to the bottom of the depression. If individual lug depressions are visible, the depth would be measured to the lesser of the two depths (the "top" of the lug). The length is measured from the start of the "too deep" section to the end of the "too deep" section. Measurements are not cumulative.

- c. Prior to sale completion the Purchaser shall mitigate and repair soil disturbances to the Seller's satisfaction.
- d. Other restoration requirements (e.g. repair of soil disturbance or rutting on recreational trails used for skidding):

(1)

(2)

20. OTHER APPROVALS. Logging roads that intersect town, county or state roads or highways must have the intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction. The Purchaser agrees to apply for and obtain all approvals. The Purchaser also agrees to fully comply with all terms and conditions of intersection approvals.

Access is often a controversial issue and a Seller should assure the Contractor works with and obtains all necessary approvals from units of government having jurisdiction over the highways.

21. SURVEY MONUMENTS. The Purchaser agrees to comply with s. 59.635, Wis. Stats., regarding perpetuation of landmarks and pay for the cost of repair or replacement of property or land survey monuments or accessories which are removed, destroyed or made inaccessible.

- 22. INDEMNIFICATION.** The Purchaser agrees to protect, indemnify and save harmless the Seller and the Seller's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of operations under this Contract or in connection with any action or omission of the Purchaser, who shall defend the Seller and the Seller's employees and agents in any cause of action or suit.

Although an indemnification commitment is only as good as the assets of the Purchaser, it absolutely should be included to assure the Purchaser defends the Seller in any legal action that may come out of the Purchaser's conduct under the Contract, or pay any damages or costs arising from the Purchaser's performance. (Of course, the Seller may always want to represent himself or herself also.)

- 23. INDEPENDENT CONTRACTOR.** The Purchaser is an independent contractor for all purposes, including worker's compensation, and not an employee or agent of the Seller. The Seller agrees that the undersigned Purchaser shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder and takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or of the Purchaser's employees except for the limited right of the Seller to cease operations under clause 2.b. or for breach of this Contract. The Seller further agrees it will exercise no control over the selection and dismissal of the Purchaser's employees.

Standard language to prevent the perception that the Contractor is an employee or agent of the Seller.

- 24. INSURANCE; NOTIFICATION.**

It is imperative that an original certificate of insurance be obtained from the Purchaser naming the Seller as a certificate holder so the insurance carrier can notify the Seller should the insurance expire. Workers compensations insurance remains very costly (\$35 per \$100 of wages).

- a. Unless the Purchaser is exempted by the Seller from this coverage requirement as an independent contractor, as defined in s. 102.07(8)(b), Stats., and as determined by the Seller based on an affidavit submitted to it, the Purchaser agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this Contract and any and all employees engaged in cutting on the Seller's land during the period of this Contract regardless of any exemptions from coverage under chapter 102, Wis. Stats.
- b. Other insurance requirements:

The requirement of other types of insurance will be determined by the Seller and its risk management advisers.

- c. Prior to commencement of any work under this Contract and during the period of the Contract, the Purchaser shall provide proof of insurance coverage required by this Contract on an original Certificate of Insurance, counter-signed by an insurer licensed to do business in Wisconsin naming the Seller as a Certificate Holder.
- d. The Purchaser shall notify the Seller in writing at the Seller's office as indicated in the Contract or otherwise in writing by the Seller, immediately upon any change in or cancellation of insurance coverage required by this Contract.

- 25. NONDISCRIMINATION.** (State Contract requirement) In connection with performance of work under this Contract, the Purchaser agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, sex, handicap, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; pay rates or other forms of compensation; and selection for training, including affirmative action to ensure equal employment opportunities. The Purchaser agrees to post in a conspicuous place available for employees and applicants for employment, notices to be provided by the Seller setting forth the provisions of this nondiscrimination clause.

Normally only a state agency requirement.

26. **AFFIRMATIVE ACTION PLAN.** (State Contract requirement) Contracts estimated to be ten thousand dollars (\$10,000) or more require the submission of a written affirmative action plan. Purchasers with an annual work force of less than ten employees are exempted from this requirement.

Normally only a state agency requirement.

27. **ASSIGNMENT.** The Purchaser is precluded from assigning payment and Contract oversight, duties or other performance requirements of this Contract to another. The Purchaser's direction to or contracting with another to complete performance required under this Contract does not relieve the Purchaser from the responsibility for performance required under this Contract or for liability for breach.

This disallows a contractor from transferring the Contract and its responsibilities to another without the Seller's written consent. It does not prohibit the contractor from relying on subcontractors to perform the work.

28. **ENTIRE CONTRACT.** This Contract shall constitute the entire agreement of the parties and any previous communications or agreements are hereby superseded and that no modifications of this Contract or waiver of its terms and conditions shall be effective unless made in writing and signed by the parties.
29. **CONTRACTING PARTIES.**
- a. In this Contract, the Seller and the Purchaser include their respective officers, employees, agents, directors, partners, representatives, successors, heirs, members and servants.
 - b. If the Purchaser ceases to exist, in fact or by law, the Seller may terminate this Contract without waiving any remedies available to it and take all action necessary to assure its performance.
30. **INSPECTION.** The Seller retains for itself the right of ingress and egress to and on the sale area and may inspect the sale area and trucks hauling forest products from or traveling on the sale area at any time. If the inspection reveals any violations of this Contract, the Purchaser shall promptly take measures to remedy the violation. The Seller may terminate the Purchaser's operations upon oral notice to the Purchaser. Upon receipt of the notice, the Purchaser shall cease operations until the Seller approves resumption of them.
31. The Purchaser has no access or privilege to go upon the Seller's property other than to comply with this Contract and may not authorize access or use to others except for the sole purpose of performing this Contract.

Again, the Contractor's access to the property is limited to activities consistent with and for performance of the Contract.

32. **SCALING AND CONVERSION FACTORS.**
- a. When peeled cordwood is measured, it is agreed that 12.5% will be added to handpeeled or stroke delimeter/processor peeled volume and 16% to ring debarked volume.
 - b. The Scribner Decimal C Log Rule shall be used for scaling logs.
 - c. Conversion of MBF (thousand board feet) to cords or cords to MBF shall be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.
33. **APPLICABLE LAW.** This contract shall be governed by the laws of the State of Wisconsin. The Purchaser shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this contract.
34. **FOREST CERTIFICATION. (Option for designated State Forests ONLY)** The area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) – Certificate (#SCS-FM/COC-00070N and the Sustainable Forestry Initiative (SFI) – Certificate #1Y941-S1. Forest products from this sale may be delivered to the mills “FSC and/or SFI certified” so long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.
35. **OTHER CONDITIONS:**

Here is your chance to include provisions in the Contract the Seller deems pertinent beyond the boilerplate.

- a. Diggers Hotline. The Purchaser is responsible to contact the diggers hotline, or other informational sources performing similar services, prior to digging or conducting other activities on the property which may result in contact with utility or service lines or facilities.
- b. OSHA Compliance, Danger trees. The Purchaser is responsible to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of Purchaser's employees, including provisions relating to danger trees. In addition, the Purchaser agrees to notify, and obtain agreement from, the Seller if the Purchaser intends to modify performance required under this Contract for the purpose of compliance with OSHA requirements.
- c. Release of Mill Records. The Purchaser agrees that mill slips or records respecting timber from the Seller's sale area, are to be released to the Seller upon Seller's request, and that the Purchaser will execute any letter or form of the Purchaser to that effect upon Seller's request.

A new clause suggested by various counties to track timber from the sale area and aid in accountability.

ATTACHMENTS. Any and all attachments to this Contract shall be made a part of this Contract and be fully complied with, including:

- a. Map(s) or Diagrams(s) of Sale Area;
- b. Payment Schedule and Conditions of Payment;
- c.

SELLER

Date _____

By _____

PURCHASER

Date _____

By _____

- ☐ Withhold personal identifiers collected on this form from disclosure on any list of 10 or more individuals that the DNR is requested to provide to another person. [s. 23.45(2) and (3), Wis. Stats.]

Timber Sale Handbook

State of Wisconsin
Department of Natural Resources

TIMBER SALES CONTRACT - SCALE SALE
PAYMENT SCHEDULE
Chapter 28, Wis. Stats.
Form 2400-5A Rev. 6-00

Contract Number

The Purchaser agrees to pay payments for timber removed under this Contract in the amount and in accordance with this payment schedule, and contract, and comply with all conditions on this payment schedule. Payment shall be in the form acceptable to the Seller and shall be made in advance of removal of timber from the sale area unless otherwise specifically authorized by the Department representative administering the sale.

A. Payment Schedule (e.g. advance stumpage, etc.)

B. Species	Product	Volume	Price Per Unit	Total Value of Estimated Volumes
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1. All sawlogs shall be separated from pulpwood when piled.
2. All pulpwood shall be piled for scaling. Piles shall be level and square with at least cords per pile. At least MBF (thousand board feet) of sawlogs will be skidded and yarded, before a scale is requested.
3. Logs shall be yarded for scaling. If logs are decked, the log length shall be marked on the small end with lumber crayon. Decks shall be no higher than six (6) feet.
4. All logs shall remain on the premises until scaled.
5. Other conditions (if none, write NONE):

State of Wisconsin
Department of Natural Resources

TIMBER SALES CONTRACT - MILL SCALE
SALE PAYMENT SCHEDULE
Chapter 28, Wis. Stats.
Form 2400-5B Rev. 6-00

Contract Number

The Purchaser agrees to pay payments for timber removed under this Contract in the amount and in accordance with this payment schedule, and contract, and comply with all conditions on this payment schedule. Payment shall be in the form acceptable to the Seller and shall be made in advance of removal of timber from the sale area unless otherwise specifically authorized by the Department representative administering the sale.

A. Payment Schedule

B. Species	Product	Volume	Price Per Unit	Total Value of Estimated Volumes
<ol style="list-style-type: none"> 1. Ticket books shall be issued when the Contract is signed and periodically thereafter as needed. All tickets shall be accounted for by the Purchaser. Unused tickets shall be returned to the Seller immediately upon completion or termination of the Contract. 2. Lock boxes shall be placed on the premises by the Seller. 3. The Purchaser shall provide the Seller with a list of all destinations of timber to be removed from the premises prior to hauling to the destination. Changes in timber destination shall be reported before hauling to the new destination. 4. The Purchaser agrees to request from the mill that the second portion of the haul permit be returned to the Seller by the mill unless other arrangements are made with the Seller. Further, the Purchaser shall notify the Seller if the mill refuses to provide the second portion of the haul permit to the Seller. 5. Each time a load of cut timber leaves the sale area, the appropriate portion of the ticket shall be clearly and completely filled out and deposited in the lock box. 6. Failure to deposit tickets in the lock box each time a load of cut timber leaves the sale area shall be considered a breach of Contract. Purchaser agrees to pay double the mill rate, as liquidated damages, for such removed timber. 7. Tickets are issued for the Contract specified on the cover of the ticket book and shall not be used for any other Contract. 8. When transporting timber from the sale area, the truck driver shall have in his/her possession the appropriate portion of the ticket applicable to the load. 9. A list of all truckers that will be hauling timber from the premises shall be provided to the Seller by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate ticket books. 10. The Seller may check scale and scale tickets at any time. 11. Truck Delivery: The appropriate portion of the ticket shall be detached at the point where the timber is scaled and attached to a duplicate copy of the scale slip and then immediately returned to the Seller. 12. Rail Car Shipment to a Mill: The appropriate portion of the ticket shall be attached to the bill of lading for the car. At the mill, the ticket shall be attached to a copy of the scale slip, then immediately returned to the Seller. 13. Other conditions (if none, write NONE): 				

State of Wisconsin
Department of Natural Resources

TIMBER SALES CONTRACT - SAWLOG SCALE
AND PULPWOOD MILL SCALE SALE
PAYMENT SCHEDULE
Chapter 28, Wis. Stats.
Form 2400-5C Rev. 6-00

Contract Number

The Purchaser agrees to pay payments for timber removed under this Contract in the amount and in accordance with this payment schedule, and contract, and comply with all conditions on this payment schedule. Payment shall be in the form acceptable to the Seller and shall be made in advance of removal of timber from the sale area unless otherwise specifically authorized by the Department representative administering the sale.

A. Payment Schedule

B. Species	Product	Volume	Price Per Unit	Total Value of Estimated Volumes
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SAWLOG SCALE

1. All sawlogs shall be separated from pulpwood when piled.
2. All logs will be yarded for scaling. If logs are decked, the log length shall be marked on the small end with lumber crayon.

Decks may be no higher than 6 feet. At least MBF (thousand board feet) of sawlogs will be skidded and yarded, before a scale is requested.

3. All logs shall be scaled on and prior to leaving the premises.
4. Other conditions (if none, write NONE):

PULPWOOD MILL SCALE

5. Ticket books shall be issued when the Contract is signed and periodically thereafter as needed. All tickets shall be accounted for by the Purchaser. Unused tickets shall be returned to the Seller immediately upon completion or termination of the Contract.
6. Lock boxes shall be placed on the premises by the Seller.
7. The Purchaser shall provide the Seller with a list of all destinations of timber to be removed from the premises prior to hauling to the destination. Changes in timber destination shall be reported before hauling to the new destination.

Timber Sale Handbook

8. The Purchaser agrees to request from the mill that the second portion of the haul permit be returned to the Seller by the mill unless other arrangements are made with the Seller. Further, the Purchaser shall notify the Seller if the mill refuses to provide the second portion of the haul permit to the Seller.
9. Each time a load of cut timber leaves the sale area, the appropriate portion of the ticket shall be clearly and completely filled out and deposited in the lock box.
10. Failure to deposit tickets in the lock box each time a load of cut timber leaves the sale area will be considered a breach of contract. The Purchaser agrees to pay double the mill rate, as liquidated damages, for such removed timber.
11. Tickets are issued for the Contract specified on the cover of the ticket book and may not be used for any other Contract.
12. When transporting timber from the sale area, the truck driver shall have in his/her possession the appropriate portion of the ticket applicable to the load.
13. A list of all truckers that will be hauling wood from the premises shall be provided to the Seller by the Purchaser. It shall be the responsibility of the Purchaser to provide such truckers with appropriate ticket books.
14. The Seller may check scale and scale tickets at any time.
15. Truck Delivery: The appropriate portion of the ticket shall be detached at the point where the wood is scaled and attached to a duplicate copy of the scale slip. Both shall be returned to the Seller.
16. Rail Car Shipment to a Mill: The appropriate portion for the ticket shall be attached to the bill of lading for the car. At the mill, the ticket shall be attached to a copy of the scale slip, then immediately returned to the Seller.
17. Other conditions (if none, write NONE):

State of Wisconsin
Department of Natural Resources

TIMBER SALES CONTRACT - LUMP SUM SALE
PAYMENT SCHEDULE
Chapter 28, Wis. Stats.
Form 2400-5D Rev. 6-00

Contract Number

The Purchaser agrees to pay payments for timber removed under this Contract in the amount and in accordance with this payment schedule, and contract, and to comply with all conditions on this payment schedule. Payment shall be in the form acceptable to the Seller and shall be made in advance of removal of timber from the sale area unless otherwise specifically authorized by the Department representative administering the sale.

A. Payment Schedule

B. Species	Product	Volume	Price Per Unit	Total Value of Estimated Volumes
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1. Volume to be cut is estimated but not guaranteed. If the volume of timber exceeds the estimate, as a whole or by species, the Purchaser has the obligation to cut and remove it. If there is less timber than estimated, there is no obligation to the Seller to make up the deficiency. The timber designated or marked will not be changed to increase the cut to the estimate.
2. No portion of the stumpage payment will be returned to the Purchaser after award and signing of the Contract.
3. Forest products and stumpage remaining on the sale area at expiration of the Contract revert to ownership of the Seller.
4. Hauling on the same day from both this sale and a scaled timber sale located on land owned by the Seller, without authorization from the Seller, will be considered a breach and repudiation of this Contract by the Purchaser.
5. Other conditions (if none, write NONE):

EXTENSION FORM EXAMPLES:

State of Wisconsin
Department of Natural Resources

TIMBER SALE CONTRACT AMENDMENT
Form 2400-5E Rev. 5-92

Name of Property:
Northern Highland-American Legion State Forest

Contract Number: **526-A**
Original Date: **December 1, 1997**

This Contract amendment is made by and between the State of Wisconsin Department of Natural Resources (Department) and

Whack and Stack Logging, Inc. N12345 County Rd G of Prentice, State of WI 54546 (Purchaser).

This Contract is hereby amended as follows:

This contract is extended by and between the Department and Purchaser, pursuant to Condition 2, to apply in full force and subject to the same conditions until ***June 30, 2000*** which shall constitute a ***six month*** extension.

Purchaser agrees to pay stumpage prices increased **0** % in accordance with Condition 2.
All other terms and conditions of this Contract, not hereby amended, shall remain in full force and effect.

State of Wisconsin
Department of Natural Resources
For the Secretary
By

Property Superintendent or Property Manager

Date Signed

Purchaser

Date Signed

Department of Natural Resources

TIMBER SALE CONTRACT AMENDMENT APPROVAL
Form 2460-7

Rev. 6-00

Property <i>Northern Highland-American Legion State Forest</i>	Code <i>4475</i>	Tract Number <i>7-97</i>	Sale Number <i>526-A</i>
Contractor <i>Whack and Stack Logging, N12345 County Highway G, Prentice, WI 54556</i>			

ORIGINAL CONTRACT

Date ***December 1, 1997*** Length ***2 Years*** Total Value \$ ***76,760.00***

SALE AREA CONDITION

Percent Completed ***60 %*** Balance Resalable? ***Yes***☐ PROPOSED CONTRACT VOLUME/VALUE MODIFICATION☐ PROPOSED CONTRACT EXTENSION

Previous Extensions:

Number ***0*** Percent Completed Last Extension ***0 %***

Proposed Extension:

Length ***6 Months*** From ***January 1, 2000*** To ***June 30, 2000*** Total Contract Length ***2 ½ Years***Percent Increase This Extension ***0 %*** Total Percent Increase ***0 %***

JUSTIFICATION FOR CONTRACT AMENDMENT

Contractor has done a good job thus far and has agreed to start cutting again as soon as the load limits are removed from the town roads.

Proposed - Forester	Date
Recommended - Basin/Sub Team	Date
Approved - Regional Director	Date

Timber Sale Handbook

State of Wisconsin
Department of Natural Resources

TIMBER SALES CONTRACT
DEFERRED PAYMENT OPTION
Rev. 1-04

(To be used as an addendum to the timber sale contract)

**Valid only on scaled and mill scale (ticket) sales sold after Nov. 1, 2003.*

As part of a two year trial evaluating delayed stumpage payments, this attachment is a part of the timber sale contract and authorizes the purchaser to remove timber from the sale area in advance of payment.

A. Payment Schedule

Purchaser agrees to make stumpage payments, to be received at DNR (lock box in Milwaukee or DNR forester) within 30 days of billing, unless otherwise specified in the payment schedule.

Late interest penalty – Purchaser agrees to pay a late interest penalty of 1.5% for every 30 days on past due stumpage in excess of the 30 day period. (e.g. Payment on day 40 for a \$5000 bill would be 10 days late. Late interest penalty would be calculated as follows: $5000.00 \times .015 \times 10/30 \text{ days} = \25.00 and would be added to the balance due).

In addition, failure to pay within the 30 day period will result in the Purchaser having to prepay for the remainder of the sale. Two such payment breaches, even on separate state sales, will also result in the purchaser being required to prepay on all state timber sales for a two-year duration. Failure to pay as scheduled will warrant suspension of harvest activities (including hauling) until payment is secured.

This deferred payment option will be valid on all extensions associated with this sale, including any occurring after the Jan. 1, 2006 trial date.